BILL NO. S-86-02-32

SPECIAL ORDINANCE NO. S- 36-86

AN ORDINANCE approving the Contract for Spy Run NSA-85, Res. 6035-85, between the City of Fort Wayne, Indiana, and Hipskind Concrete Corporation, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Spy Run NSA-85, Res. 6035-85, between the City of Fort Wayne, Indiana, and Hipskind Concrete Corporation, in connection with the Board of Public Works and Safety, for:

the improvement for the east side of Griswold Avenue from Tennessee Avenue to the Filtration Plant by constructing curb;

the Contract price is Twelve Thousand Seven Hundred Ninety-One and 50/100 Dollars ($12,791.50), all as more particularly set forth in said Contract, which is on file with the Office of the Board of Public Works and Safety, and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~_____~~, the ~~_____~~ day of ~~_____~~, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 2-25-86 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD				✓	
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-11-86 Nadejda Estoroff, Deputy Clerk
~~SANDRA E. KENNEDY, CITY CLERK~~

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. G-36-86 on the 11th day of March, 19 86,

ATTEST: (SEAL)

Nadejda Estoroff, Deputy Clerk
~~SANDRA E. KENNEDY, CITY CLERK~~

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of March, 19 86, at the hour of 11:20 o'clock A.M.,E.S.T.

Nadejda Estoroff, Deputy Clerk
~~SANDRA E. KENNEDY, CITY CLERK~~

Approved and signed by me this 12th day of March, 19 86, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

SUCCESSFUL BID

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Federally-Assisted Construction)

PROJECT: SPY RUN NSA-85 RESOLUTION # 6035-85

SUCCESSFUL BID

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
X		Payment Bond (Sample)
X		Warranty Bond (Sample)
X		Barricade Information

Discount for Prompt Payment (See General Provisions Clause) 10 Calendar Days ____% 20 Calendar Days ____% 30 Calendar Days ____% 0

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Da

****

BID SUBMITTED

Contractor Hipskind Concrete Corp

By Patrick D Hipskind

Its President

Offer Date 11-6-85

Compliance: J. Adams

Bidder agrees to keep bid open for acceptance for ____ days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David J Kreit

Chester R. Simon

City of Fort Wayne
Mayor

[signature]

O.C. 12/84

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, PAT HIPSKIND (name), the PRESIDENT (position) of HIPSKIND CONCRETE CORP (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 25 Th day of MAY, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 11-5-85

[signature] (signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this ~~11-Th~~ 5 Th day of NOV, 1985.

[signature]

My commission expires:

April 19, 1987

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Hipskind Concrete Corp.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipskind Concrete
Patrick D Hipskind
President

Subscribed and sworn to before me by Patrick D Hipskind
this 4th day of Nov. 1985.

My Commission Expires:
April 19, 1987

Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Contract No.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. VERNICE MAY	ASPHALT	
2. ARDMORE	ASPHALT ASS	
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. STATE WADE	TRUCKING	
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor HIPSKIND CONCRETE Contractor _____

By [signature] By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

Contractor Lipskind Concrete

By Patrick Hinchliffe

Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORPORATION

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne

.....as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of Bid Dollars ($.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution Number 6035-85

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of November A.D. 19 85

.....
Witness

HIPSKIND CONRETE CORPORATION
.....(SEAL)
Principal
.....
President *Title*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

.....
Witness

By Terrence J. Ward (SEAL)
Terrence J. Ward *Title*

C325d—150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 19 84

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 26th day of July, A.D. 19 84, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fader

Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 6th day of November, 19 85

L1428a—Cf. -044-2989

Assistant Secretary

FOR YOUR PROTECTION LOOK FOR THE EMBOSSED WATERMARK

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 11-6, 1985 HIPSKIND CONCRETE
(Name of Bidder)

By [signature]

PRESIDENT
Title

Official Address (including ZIP code):

5502 MASON DR

CITY 46809

It is the policy of Hipskind Concrete (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Hipskind Concrete (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Hipskind Concrete (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Hipskind Concrete Corp
(Name of Company)

Richard D Hipskind
(Signature of Company Official)

11-6-85
(Date)

Version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: Hipsk. JD Concrete

PROJESPY RUN NSA-85 RES. NO: 6035-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Common Excavation	98	cy	1.75	171.50
2	Curb Type III	1200	lf	7.80	9360 00
3	Wingwalk	500	sf	2.20	1100 00
4	Seeding	400	sy	1.00	400 00
5	Asphalt Patching	600	lf	1.00	600 00
6	Top Soil	100	ton	8.00	800 00
7	4 Ft. Concrete Walk	200	sf	1.80	360 00

TOTAL: 12791.50

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid bid.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORPORATION
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Fort Wayne, Indiana
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of Twelve Thousand Seven Hundred Ninety-One Dollars and 50/100

Dollars ($ 12,791.50), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ..... 19....., entered into a contract with Owner for Resolution #6035-85

in accordance with drawings and specifications prepared by .....
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 27th day of November A.D. 19 85.

In the presence of:

HIPSKIND CONCRETE CORPORATION (SEAL)
Principal

PRESIDENT
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Terrence J. Ward (SEAL)
Terrence J. Ward *Title*
Attorney-In-Fact

C309e—40M,
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRIEND R. NAGLE, Vice-President, and ROBERT L. MEYER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Steffen, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, July 26, 1984.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of August, A.D. 19 85

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL

Robert L. Meyer
Assistant Secretary

By
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 8th day of August, A.D. 19 85, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

EVELYN D. JONES NOTARY PUBLIC BALTIMORE, MARYLAND

Evelyn D. Jones

Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th day of November, 19 85

Assistant Secretary

L1428a—Ctf. 044-2989

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

1274

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Spy Run NSA-85, Res. 6035-85, Hipskind Concrete Corp., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety A-86-02-32

SYNOPSIS OF ORDINANCE The Contract for Spy Run NSA-85, Res. 6035-85, is for the improvement for the east side of Griswold Avenue from Tennessee Avenue to the Filtration Plant by constructing curb. Hipskind Concrete Corporation is the Contractor.

EFFECT OF PASSAGE Improvement of curb for the above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $12,791.50

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-02-32

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Spy Run NSA-85, Res. 6035-85, between the City of Fort Wayne, Indiana, and Hipskind Concrete Corporation, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	DONALD J. SCHMIDT VICE CHAIRMAN	
	MARK E. GiaQUINTA	
	PAUL M. BURNS	
	CHARLES B. REDD	

CONCURRED IN 3-11-86

SANDRA E. KENNEDY
CITY CLERK